

**Town of Paradise
Alternative Program Debris Removal
Bid Form**

Service	Bid Amount
Site 1 – Public Works Shop, 933 American Way (1,600 SF)	\$29,900.00
Site 2 – Fire Station #3, 1249 Wagstaff Road (3,230 SF)	\$72,900.00
Site 3 – RDA Building, 5456 Black Olive Drive (3,750 SF)	\$93,700.00
Site 4 – Quonset Hut, 5656 Sierra Park Drive (1,120 SF)	\$28,900.00
Site 5 – Residence, 5733 Pentz Road (2,189)	\$71,500.00
TOTAL	\$296,900.00

*The Town reserves the right to delete any portions of the scope of work listed above from the contract. A complete Alternative Program Plan will be required for each site. Details are listed in the proposed contract in this Bid Package.

Submitted by:


Signature

3/5/19
Date

Business Name/Address/Phone Number:

Business Name: WCE, INC DBA WEST COAST ENVIRONMENTAL

Address: 3181 FITZGERALD ROAD RANCHO CORDOVA, CA 95742

Telephone Number: 916-852-7200
KEVINWCE@ATT.NET

WEST COAST ENVIRONMENTAL
3181 FITZGERALD RD
RANCHO CORDOVA, CA 95742



Bidder's Bond

Alternative Program Debris Removal Contract No. 19-05

We, WCE, Inc. dba West Coast Environmental, as Principal, and Philadelphia Indemnity Insurance Company, as Surety, are bound unto the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the project work described below, for the payment of which sum we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee for Alternative Program Debris Removal for which bids are to be opened at Town of Paradise, 5555 Skyway, Paradise, California, on March 5, 2019

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Bids, and Contract for this project work, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: February 27, 2019

WCE, Inc. dba West Coast Environmental

By: 

Philadelphia Indemnity Insurance Company

By: 

Susan Fournier, Attorney-In-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

On February 27, 2019 before me, Katherine DuPont, Notary Public
(insert name and title of the officer)

personally appeared Susan Fournier
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

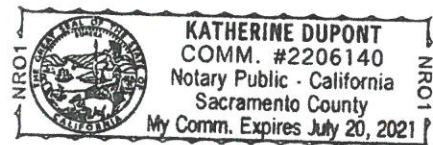
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Katherine D. Dupont

(Seal)



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint John T. Page, Ryan Tash, Roger Ball, Stephanie Raquel Nakken & Susan Fournier of Surety Solutions Insurance Services, Inc. City of Rancho Cordova, State of CA, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

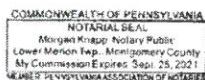
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27 day of February, 2019.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ADDENDUM NO. 1

**Alternative Program Debris Removal
Contract 19-04**

February 20, 2019

OWNER:

Town of Paradise
5555 Skyway
Paradise, CA 95969
(530) 872-6291
(530) 877-5059 (fax)

GENERAL:

Scope:

1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 1 page.

Acknowledgment:

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

CLARIFICATION IS PROVIDED AS FOLLOWS:

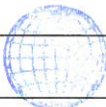
QUESTION 1: Has the Town completed required asbestos site surveys for any of the project locations?

ANSWER 1: No. Completion of the asbestos site surveys shall be the responsibility of the contractor. The contractor shall prepare their bid assuming there is no asbestos on these sites. In the event asbestos is discovered, the Town shall issue a Contract Change Order to account for the additional expenses to remediate.

=====

BIDDER:

NAME WEST COAST ENVIRONMENTAL
3181 FITZGERALD RD
RANCHO CORDOVA, CA 95742
ADDRESS 1
ADDRESS 2
SIGNATURE [Signature] DATE 3/5/19



PREPARED BY:

[Signature] 2/20/2019
TOWN OF PARADISE DATE

END OF ADDENDUM

ADDENDUM NO. 2

Alternative Program Debris Removal Contract 19-05

February 27, 2019

OWNER:

Town of Paradise
5555 Skyway
Paradise, CA 95969
(530) 872-6291
(530) 877-5059 (fax)

GENERAL:

Scope:

1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 3 pages.

Acknowledgment:

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

CLARIFICATION IS PROVIDED AS FOLLOWS:

QUESTION 1: Is there a planned job walk for the project?

ANSWER 1: No, however, contractors are allowed to inspect worksites during normal business hours.

QUESTION 2: Is there a bid, payment and performance bonds required for the project?

ANSWER 2: Yes, please see below and attached to this addendum.

MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:

1. Bidder's Bond:

Each bid must be accompanied by cash, cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer made payable to the Town of Paradise for an amount equal to at least ten percent (10%) of the total bid amount, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

2. Payment and Performance Bond:

The successful bidder shall furnish two bonds for the contract. As required under Section 9550 of the Civil Code, the successful bidder shall furnish a Payment Bond; provided that the bond shall be in the amount of one-hundred percent (100%) of the contract price to guarantee the payment of claims of laborers, mechanics, or material men employed to work under the contract.

In addition, the bidder shall furnish a Performance Bond in the amount of one-hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

Bond forms are provided with the Contract Documents.

Sureties on each of said bonds shall be satisfactory to the Town Attorney.

BIDDER:

PREPARED BY:

NAME _____
WEST COAST ENVIRONMENTAL
2161 FITZGERALD RD
ADDRESS 1 _____
RANCHO CORDOVA, CA 95742
ADDRESS 2 _____
SIGNATURE _____ DATE 3/5/19

TOWN OF PARADISE _____ DATE _____

END OF ADDENDUM (PLUS ATTACHMENTS)

Bidder's Bond

Alternative Program Debris Removal Contract No. 19-05

We, _____, as Principal, and _____, as Surety, are bound unto the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the project work described below, for the payment of which sum we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee for Alternative Program Debris Removal for which bids are to be opened at Town of Paradise, 5555 Skyway, Paradise, California, on _____.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Bids, and Contract for this project work, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 2019

By: _____

By: _____

Bond of Faithful Performance

Alternative Program Debris Removal Contract No. 19-05

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____, the Contractor in the contract hereto annexed, as principal, and _____, as surety, are held and firmly bound unto the Town of Paradise in the sum of _____ (\$_____) lawful money of the United States, for which payments, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated _____.

The condition of the above obligation is that if said principal, as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by Contractor, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Town, necessary to perform and complete, and to perform and complete in a good workmanlike manner, the project work of Alternative Program Debris Removal, in strict conformity with the terms and conditions set forth in the contract hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and that said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the project work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the project work or to the specifications.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

Contractor

Surety

Approved as to form:

Town Attorney

Town of Paradise

Payment Bond

Alternative Program Debris Removal

Contract No. 19-05

(Section 3247, Civil Code)

WHEREAS, the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," has awarded to Contractor, _____, hereinafter referred to as "Principal," a contract for the project work described as follows: Alternative Program Debris Removal.

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ (\$ _____) for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to project work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and Contractor's subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such project work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 2019

By: _____
Principal

By: _____
Attorney-in-Fact

ADDENDUM NO. 3

**Alternative Program Debris Removal
Contract 19-04**

February 28, 2019

OWNER:

Town of Paradise
5555 Skyway
Paradise, CA 95969
(530) 872-6291
(530) 877-5059 (fax)

GENERAL:

Scope:

1. The purpose of this Addendum No. 3 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 1 pages.

Acknowledgment:

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

CLARIFICATION IS PROVIDED AS FOLLOWS:

QUESTION 1: Is there an Engineer's Estimate for the subject project?

ANSWER 1: Yes, \$300,000.

MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:

1. Schedule:

Following execution of contracts (typically 2 weeks from the date of award), the Town of Paradise shall issue a Notice to Proceed. From the date of the Notice to Proceed, the Contractor shall submit Alternative Program Application and Work Plans with Butte County Environmental Health within five business days for all properties. Following approval to proceed with the Work Plan for the County, the Contractor shall commence work on the subject projects in the following priority and timelines:

Priority	Address	Maximum Days from County Approval
1	933 American Way	10
2	1249 Wagstaff Road	20
3	5456 Black Olive Drive	25
4	5656 Sierra Park Drive	28
5	5733 Pentz Road	31

2. Time

This work, subject to contract changes, shall be diligently prosecuted to completion before the expiration of 40 working days after the date issued in the Notice to Proceed. Days between Work Plan submittal and Approval by the County shall not count as working days.

3. Liquidated Damages:

The Contractor shall pay to the Town of Paradise the sum of one thousand dollars (\$1,000) per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed herein. Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance.

BIDDER:

NAME WEST COAST ENVIRONMENTAL
3181 FITZGERALD RD
ADDRESS 1010 CORDOVA, CA 95742
ADDRESS 2 _____
SIGNATURE [Signature] DATE 3/5/19

PREPARED BY:

[Signature] 2/28/19
TOWN OF PARADISE DATE

END OF ADDENDUM